|    | Ext. Nutr. Asst. I       | Ext. Nutr. Asst. II       |  |  |
|----|--------------------------|---------------------------|--|--|
|    | Farmer I                 | Farmer II                 |  |  |
|    | Farmer III               | Florist                   |  |  |
|    | Food Service Worker      | Forest Seed Tech.         |  |  |
|    | Forestry Tech. I         | Forestry Tech. II         |  |  |
|    | Gardener                 |                           |  |  |
|    | G.M.R.T. I               | G.M.R.T. II               |  |  |
|    | Grain Mill Tech.         | Horticulturist            |  |  |
|    | Instrument Maker         | Laborer                   |  |  |
|    | Lab Educ. Tech.          | Lab Tech. I               |  |  |
|    | Lab Tech. II             | Lock Sys. Spec. I         |  |  |
|    | Machinist                | Mason                     |  |  |
|    | Meat Cutter              | Meat Lab Assist.          |  |  |
|    | Mechanic I               | Mechanic II               |  |  |
| ٠. | Mechanic's Helper        | Medical Techno. I         |  |  |
|    | Medical Techno. II       | Medical Tech. I           |  |  |
|    | Medical Tech. II         | Nucl. Reactor Op.         |  |  |
|    | Painter                  | Pharmacy Attendant        |  |  |
|    | Photographer I           | Photographer II           |  |  |
|    | Plumber I                | Plumber II                |  |  |
|    | Printer I                | Printer II                |  |  |
|    | Printer III              | Power Plant Oper. I       |  |  |
|    | Power Plant Oper. II     | ·                         |  |  |
|    | Printing Specialist      | Ref. & A/C Srv. Tech. I   |  |  |
|    | Ref. & A/C Srv. Tech. II | Service <b>Ass</b> istant |  |  |
|    | Sheet Metal Worker       | Utility Worker            |  |  |
|    | Van De Graff Op.         | Veterinary Tech.          |  |  |

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When a new Service/Maintenance position title is created by the University, KAPE will have the right to request in writing that the position be included or excluded from the unit, stating the reasons for said inclusion or exclusion. The University shall respond within five (5) days. If KAPE's request is denied, the University shall state in writing the reasons for rejection in the response. In the event of a disagreement on the issue of any specific job title, PERB shall be petitioned for a ruling on the inclusion or exclusion of the position. Any individual placed in a contested position shall upon a ruling by PERB, for inclusion in the unit, receive all rights granted under this Agreement from the time of initial placement.

# Purpose of Memorandum of Agreement

The purpose and intent of this Agreement is to contribute to and promote the best conduct of public business, to promote maximum cooperation and harmony in employee relations, to recognize mutual interests, and to reduce to a minimum the causes of employee relations disputes.

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## Management Powers and Rights

It is agreed by KAPE and the University that nothing in this Memorandum of Agreement is intended to circumscribe or modify the existing right of the University to manage and operate its facilities; direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions with the University; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees because of lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of the University; and to determine the method, means and personnel by which operations are to be carried on.

It is further understood and agreed that the provisions of this Agreement are intended to extend to such matters relating to conditions of employment enumerated in this Agreement except any subject preempted by federal or state law, or the authority and power of any civil service commission, personnel board, personnel agency or its agents established by statute, ordinance or special act to conduct and grade merit examinations and to rate candidates in the order of their relative excellence, from which appointments or promotions may be made to positions in the competitive division of the classified service of the University served by such civil service commission or personnel board.

## Employee Organization Membership

University employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of meeting and conferring with public employers or their designated representatives with respect to grievances and conditions of employment (i.e. salaries, hours of work, wages, and benefits).

University employees also shall have the right to refuse to join or participate in the activities of employee organizations and that they will not be coerced, intimidated, or otherwise forced by the University or KAPE to join or not join KAPE as a condition of employment.

### Non-Discrimination

The University and KAPE will not discriminate on the basis of race, color, national origin, age, sex, handicap, or political or religious affiliation. The University will promote the full realization of equal employment opportunity for minorities, women, and handicapped persons through a comprehensive Affirmative Action program. The University will assure equal opportunity to disabled veterans and Vietnam era veterans regarding positions for which they are qualified.

The University and KAPE agree that there shall be no coercion, harassment, or discrimination against employees because of membership in or association with the activities of KAPE or lack thereof or because of participation in any grievance, complaint or other proceeding as set forth in this Agreement.

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### Workweek and Overtime

Section 1. The "workweek" is a regularly recurring period of 168 hours in the form of seven (7) consecutive 24-hour periods. The workweek will begin at 12:01 a.m. Sunday and end at 12:00 midnight Saturday. Except for food service employees, the regular workweek shall be five (5) consecutive days and the regular workday shall not exceed eight (8) hours within nine (9) consecutive hours. When scheduling the hours of work for various employees, it may be necessary to schedule some employees to work Saturday or Sunday or both as part of their schedule, but the total hours regularly scheduled in a workweek shall not exceed forty (40).

Section 2.

- (a) Overtime is defined as all hours worked which exceed forty (40) in a workweek for all employees.
- (b) Time off with pay shall be included as time worked for purposes of computing overtime.
- (c) Regular scheduled hours shall not be reduced during a current workweek solely to deny an employee eligibility for overtime compensation.
  Further, the University agrees that changes in employee future workweek
  schedules will be made as necessary to maintain the proper level of
  service of that department, and not for the sole purpose of denying
  overtime to an individual employee.
- (d) Overtime shall be distributed equally among employees in their classification so long as they are qualified to do the required work.

  Any error in the distribution of overtime will be corrected by later assignments when overtime is available.

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Section 3. Overtime for eligible employees shall be compensated for hours worked as provided in this Agreement in excess of forty (40) hours in a workweek at 1-1/2 times the regular straight time hourly rate. When compensating for overtime with compensatory time, it will be given at time and a half rate within a six (6) month period. If compensatory time is not taken at the end of a 6-month period from the date earned it shall be paid at one and one-half (1 1/2) times the regular straight time hourly rate to the employee in the next available pay period.

#### Alternative Work Schedules

When consistent with the needs of a unit, employees may request and departments may implement the establishment of regular schedules of work other than the traditional 8:00 a.m. to 5:00 p.m. If a change is made at the request of the employee, only the employee making the request for the change of work schedule will be affected. The standard workweek for full-time employees shall continue to be 40 hours in a pay status during a seven day period. The appropriate administrative head is the final approving authority for the implementation, maintenance, or termination of alternative work scheduling. Alternative hours of work should not be used for the purpose of avoiding payment of overtime, or to accomplish a reduction in the number of hours worked per week. The scheduling policy for alternative work hours shall ensure that all employees are treated in accordance with Affirmative Action guidelines.

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### Rest Periods

Employees in the appropriate unit will have two (2) fifteen (15) minute rest periods, one to be at or near the middle of the first four (4) hours of the work shift and the other to be at or near the middle of the second four (4) hours of the work shift. In both cases, rest period times will be designated by the department supervisor.

During rest periods employees are free to leave those work stations not requiring continuous attendance as long as they return to the work station within fifteen (15) minutes.

If employees are required to work overtime which requires them to work two (2) hours or more consecutively in addition to their regular eight (8) hour shift, a fifteen minute break will be provided. A thirty (30) minute dinner break on the job, with pay, will be scheduled at the beginning of the eleventh (11th) hour, or sooner, if possible.

# Call-in and Call-back

Section 1. Employees who are called back to work after having completed their regular work shift and having left the University premises will be given a minimum of two (2) hours work or two (2) hours pay if given less than two (2) hours work.

Section 2. Employees who are called in to work on a regular scheduled day off will be given a minimum of two (2) hours work or two (2) hours pay if given less than two (2) hours work.

Section 3. Employees who are called back to work after completing the regular work shift or who have been called in to work during a regular scheduled day off will be subject to overtime provisions as stated in Article 6, Section 1, Section 2 (a,b,c,d) and Section 3 of this Agreement.

#### Stand-by

Section 1. The University may require an employee to be on stand-by. Stand-by time means a period of time outside an employee's regularly scheduled work hours, during which the employee is required, at University direction, to remain available to the University within a specified response time of not less than one (1) hour or more than two (2) hours. Stand-by assignments shall be limited to work situations where a probability for emergency recall of employee(s) exists. The employer will request volunteers prior to assigning stand-by duty.

Volunteers will be solicited from an alphabetical list of all employees in each classification on a rotating basis as follows. The last person volunteering for stand-by will be identified and the next person on the list will be asked if they wish to volunteer for stand-by. Inquiries will be made of each successive person on the list until such time as adequate stand-by coverage is insured or the list is exhausted. If an insufficient number of volunteers is obtained, the employer may assign stand-by. Stand-by assignments shall be made on a rotating basis from an alphabetical list of all employees in each classification. The last person assigned to stand-by will be identified and the next person or persons on the list will be assigned until such time as adequate stand-by coverage is insured.

Once an employee is scheduled for stand-by, by virtue of volunteering or assignment, they may relieve themselves from stand-by through (1) finding a qualified employee willing to assume their stand-by assignment or (2) requesting relief from stand-by from the employer for good cause. Any employee relieved from a stand-by assignment by the employer shall be the first employee assigned to future stand-by assignments and requests for relief from stand-by shall not be unreasonably denied by the employer.

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Section 2. Employees who receive stand-by orders in accordance with Section 1 shall be compensated at the rate of one dollar (\$1.00) per hour for those hours they serve on stand-by status.

Section 3. Employees on stand-by who are called in to work shall be compensated for the actual hours worked at the appropriate rate of pay. They shall not be paid stand-by compensation for the hours they actually worked. Only the hours actually worked by the employee shall be credited in determining eligibility for overtime compensation.

Section 4. An employee on stand-by who is not available when called and who does not present reasonable justification for failure to report when called shall lose stand-by compensation for that stand-by period.

Section 5. When an employee is restricted to a particular telephone number at a location designated by the employer or to the employer's premises, the employee shall be compensated at his or her regular rate of pay and shall not receive stand-by compensation.

Section 6. An employee restricted pursuant to Section 5 above who is not available when called shall lose compensation for that period, and may be subject to such other disciplinary action as dictated by the conditions surrounding the refusal or unavailability and which is not inconsistent with the provisions of this agreement.

### <u>Holidays</u>

Section 1. Employees in the appropriate unit shall have the following legal holidays with pay:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Veteran's Day

In addition to the above holidays, such other days as may be designated as holidays by the Governor as days on which state offices will be closed shall be considered holidays with pay for employees in the appropriate unit. A notice for such holidays for the following calendar year will be given to each employee within 30 days of the Governor's announcement.

Section 2. When one of these legal holidays falls on a Saturday, the preceding Friday shall be the officially observed holiday for state employees. When one of the legal holidays falls on a Sunday, the following Monday shall be considered as a holiday. A full time employee who is required to work on a legal holiday or on an officially observed holiday shall, in addition to his or her regular salary for the pay period, either be paid an additional amount, at the time and a half rate, for the hours worked on the holiday or receive compensatory holiday credits for the hours worked on the holiday at the rate of one and a half (1-1/2) hours credit for one (1) hour worked. If compensatory time is not taken at the end of a six month period from the date earned it shall be paid at one and one-half (1 1/2) times the regular straight time hourly rate to the employee

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in the next available pay period. If compensatory holiday credits are given and consistent with the needs of the University, earned compensatory holiday credits, when requested in advance, will be approved. Compensatory holiday credits may be given any time within a six (6) month period following the holiday worked.

Section 3. When one of the legal holidays falls during an employee's vacation, such holiday shall not be counted as a day of vacation.

Section 4. Each employee, regardless of his or her work schedule, shall be given credit for the same number of holidays as are credited to employees whose regular workweek is Monday through Friday.

Section 5. In the case where a legal holiday (such as New Year's Day) is preceded or followed by an officially observed holiday (for example, December 31 or January 2) a full time employee who is required to work on both the legal holiday and the officially observed holiday shall receive the additional holiday pay or the compensatory holiday credits for only one (1) of the two (2) days. If compensatory time is not taken at the end of a six month period from the date earned it shall be paid at one and one-half (1 1/2) times the regular straight time hourly rate to the employee in the next available pay period.

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#### **Vacations**

Section 1. Each permanent, probationary and conditional employee in the appropriate unit earns leave as outlined in the following paragraphs. Persons employed in temporary and emergency positions do not earn leave credits.

Section 2. Permanent, probationary and conditional employees earn and may accumulate vacation leave as shown below, subject to the following provisions.

When terminating, leave credits are not earned after the last day of work.

Section 3. Vacation Leave Credits and Maximum Accumulations:

## Vacation Leave Earnings Schedule

| Length of Service<br>Less than 5 years | Maximum Monthly Vacation Gredits 8 hrs. per payroll period* | Maximum Accumulation 144 hours (18 working days) |
|--|---|--|
| 5 years and less                       | 10 hrs. per   | 176 hours  |
| than 10 years                          | payroll period*   | (22 working days)                                |
| 10 years and less                      | 12 hrs. per   | 208 hours  |
| than 15 years                          | payroll period*   | (26 working days)                                |
| 15 years and over                      | 14 hrs. per<br>payroll period*                              | 240 hours<br>(30 working days)                   |

\* An employee working a fraction of full-time (for example, half-time) shall receive proportioned credit. Overtime worked is not counted in determining vacation leave earned.

Section 4. Applications for vacations must be approved by the department head. Approval by the department head (or his/her designee) will be withheld only for good and sufficient reason(s), which shall be stated to the employee in writing making the request for the use of accrued vacation time. Vacation leave may be used in units of one (1) hour when needed for personal reasons.

Section 5. Consistent with the needs of the university, earned vacation leave, which is requested in advance, will be approved. Vacation leave will be granted on an equitable basis and the University will make a reasonable attempt

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to satisfy leave requests of employees. In the department head's annual scheduling of vacation leaves, any conflict between employees desiring the same time period will normally be resolved by longevity within each classification by departments. Once a vacation leave has been approved, an employee will not be required to relinquish this approved vacation time in favor of another employee.

# Vacation Leave for School Employees

- (a) School employees covered by this Agreement who are employed in a nine (9) month position during which there are scheduled vacation periods at stated times, including Thanksgiving or Christmas, and whose services are not required during such scheduled vacation periods shall be granted vacation leave during such scheduled school holidays for as many days as the employee has vacation leave accrued or could accrue during the school year. Any such employee separated from the University before the end of the school year for which he or she is employed, shall be charged on the final pay voucher for any days of vacation leave used in excess of days accrued.
- (b) School employees who remain employed for the full school year shall earn vacation leave credits for the full period employed regardless of the beginning and ending time of the school year in accordance with the schedule set forth in Article 12.

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#### Sick Leave

Section 1. Sick leave with pay shall be granted all permanent, probationary and conditional employees in the appropriate unit of the University at the rate of one (1) working day for each payroll period of service, except as provided in the following:

- (a) The maximum sick leave credit an employee is entitled to for a pay period shall be eight (8) hours.
- (b) Each employee working a portion of full time shall be credited sick leave in accordance with the following table:

# Sick Leave Earnings Schedule for Employees Paid Monthly and Semi-Monthly

| Hours Worked Per Pay Period*   | Hours Earned Per Pay Period  |
|--|--|
| 0 - 19 20 - 39 40 - 59 60 - 79 80 - 99 100 - 119 120 - 139 140 - 159 | 0.00<br>1.00<br>2.00<br>3.00<br>4.00<br>5.00<br>6.00<br>7.00<br>8.00 |

<sup>\* &</sup>quot;Hours worked" means hours in pay status except that overtime worked and additional payment for holidays worked are not counted in determining sick leave earned.

(c) On the first day following each payroll period, the sick leave accrued during the previous payroll period shall be credited to each employee. In no case shall overtime worked be counted in determining sick leave credited. Each eligible employee paid on a monthly basis shall be credited sick leave credits at the rate of one hour for each 20 hours in pay status, excluding overtime worked and additional payment for holidays worked, up to the maximum set forth in subsection (b). Sick Leave with pay shall be granted only for the following reasons:

- (1) Appointments with a physician, dentist or other recognized health practitioner.
- (2) Illness or disability of the employee or their immediate family members.
- (3) Pregnancy, childbirth, miscarriage, abortion, and recovery there from;
- (4) Legal quarantine of the employee.
- (d) After exhausting their accumulated sick leave, permanent employees may be granted leave without pay, not to exceed one (1) year, (conditional employees may not exceed thirty (30) calendar days) for illness, childbearing, or other temporary disabilities. A physician's statement is required for illness, childbearing or other temporary disabilities for leave without pay which exceeds thirty (30) calendar days. Upon returning from an approved leave of absence without pay an employee shall be returned to a position in the same classification as the position held at the time the leave was granted, or in another classification in the same salary range for which he or she meets the qualifications.

Section 2. Employees who become ill while at work shall notify their immediate supervisor, after which they may leave work. If employees become ill while away from work, they shall notify their immediate supervisor as soon as possible. After initial notification, an employee needs only to notify the immediate supervisor at a minimum of every other day of their continued illness. If they fail to notify their supervisor, they may be charged leave without pay.

Section 3. When the University has good cause to believe an employee is abusing sick leave, said employee may be required to submit a physician's statement substantiating each absence due to illness.

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### Funeral Leave

An employee in the classified service, excluding an employee on an emergency appointment, shall be granted leave with pay, for three (3) working days, to make arrangements for and to attend the funeral of a member of his/her immediate family. Additional working days, may be granted on a showing that circumstances require travel out of the surrounding area or additional duties/responsibilities related to the family member's death. If a request for an additional three (3) days is denied, such denial shall be for good cause. When the request is made in writing, the denial shall be stated in writing to the employee making the request for the additional days.

Immediate family shall be defined as spouse, child, mother, father, brother, sister, foster parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren or any relative or legal guardian residing in the household.

Funeral leave shall not exceed six (6) working days in any one instance.

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### Military Leave

Section 1. Any permanent, probationary, or conditional employee in the classified service, excluding those on temporary and emergency appointments, shall be granted leave without pay to cover the length of military service. Each request for military leave shall be accompanied by a copy of the appropriate military orders. Any military leave shall expire within ninety (90) days after release from such service. Failure to return within the 90-day period shall result in cancellation of the military leave and the employee shall receive no credit for time so served.

Section 2. Any employees who receive an honorable discharge from military service shall, if they make application to the appointing authority within ninety (90) days after the effective date of their release from active duty, be reinstated in a position in the same class as the position held at the time the leave was granted. Their status upon reinstatement shall be the same as it was at the time the leave was granted.

(a) After reinstatement from authorized military leave, in all actions where employee status is affected by length of service, the time which the person served with the military service shall be considered the same as the time served with the state.

### Jury Duty Leave

Permanent, probationary or conditional employees in the appropriate unit of the University shall be granted a paid leave of absence by the University for required jury duty or for any other required appearance before a court, (other than in the capacity as a defendant), a legislative committee, or other official judicial or quasi-judicial body.

The employee shall retain any amount paid to the employee for his or her expenses in traveling to and from the place of the jury duty or required appearance. However, when an employee travels in a state vehicle for a required appearance before a court, or a legislative committee, or other public body, the employee shall turn over to the state any mileage expense payments received.

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### Time Off for Voting

The University will grant employees in the appropriate unit time off with pay to vote (not to exceed two consecutive hours) between the time of opening and closing of the polls: Provided, that if the polls are open before commencing work or after terminating work but the period of time the polls are so open is less than two (2) consecutive hours, the employee shall only be entitled to be absent from work for such a period of time which, when added to the period of time the polls are so open, will not exceed two hours. The supervisor may specify the particular time during the day in which the employee may be absent to vote. The specified time shall not include any time during the regular lunch period. Special circumstances will be considered to assure employees their statutory rights.

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## Transfer of Leave Credits

Section 1. When an employee transfers from one state agency to another or between departments within the University, his or her accumulated vacation and sick leave credits shall be transferred with the employee.

Section 2. When an employee separates from one agency and is appointed to another agency on the following working day (the separation and appointment being other than a transfer), the employee's accumulated vacation and sick leave shall be transferred with the employee.

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## Pay for Accrued Vacation and Compensatory

## Time Credits at Time of Termination

Section 1. An employee who retires shall be paid for their accumulated vacation leave and compensatory time credits under one of two options: the last day worked or the last day in pay status.

- (a) An employee who elects "last day worked" option shall receive a lump sum payment for all accumulated time on the same pay basis as the regular hours actually worked in the final pay period.
- (b) An employee who elects the "last day in pay status" option shall continue to accrue leave and holidays and shall continue to receive regular paychecks until all vacation, holiday, and compensatory time is exhausted.

Section 2. Employees covered by this Agreement who resign or are otherwise separated from the service shall be paid for their accumulated vacation leave and compensatory time credits at the same time as they are paid for their last day of work. Pay for vacation leave, or compensatory time credits shall be calculated on the same basis as the pay for the days they actually worked in the pay period that includes the last day worked, except that holidays which fall within the period of time represented by the leave credit shall be counted as a working day. Pay for such vacation, and/or compensatory time credit shall be a lump sum addition to the employee's last paycheck. No employee shall earn credit for vacation, sick leave, or holidays after the date of his or her resignation or other type of separation from the service.

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## Leave Without Pay

Permanent employees in the appropriate unit at the University may be granted leaves of absence without pay for a reasonable period of time consistent with effective fulfillment of the University duties, but not to exceed one (1) year for illness, childbearing, or other temporary disabilities, or for other good or sufficient reason. Such leave, if it is to exceed thirty (30) calendar days, shall be requested in writing by the employee on a form provided by the Division of Personnel and shall require written approval of the University appointing authority.

- (a) Any probationary or conditional employee may be granted leave without pay for a period not to exceed sixty (60) days for sickness, disability or other good and sufficient reason. Each such absence that exceeds 30 calendar days shall be reported to the Division of Personnel Services.
- (b) Permanent employees may be granted leaves of absence without pay from a classified position in order to take an appointive position in the unclassified service.
- (c) Voluntary separation from the classified service to accept employment outside the state service shall be considered insufficient reason for approval of a leave of absence without pay except as provided in this Agreement under "KAPE" leave."
- (d) The University appointing authority may for good cause terminate a leave of absence without pay by giving at least two (2) weeks notice in writing to the employee.

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- (e) An employee returning at the expiration of an approved leave without pay or upon notice by the University that a leave without pay has been terminated shall be returned to a position in the same classification as the position held at the time the leave was granted, or in another classification in the same salary range for which he or she meets the qualifications.
- (f) Failure to report on the expiration date of an authorized leave of absence shall be deemed a resignation.
- (g) Employees serving a probationary period from a promotional certification may be granted leaves without pay provided permanent status had been earned in the classification in which employed prior to the current appointment. The employee's current probationary period shall be continued effective with return from leave until the total time actually served equals the time required.
- (h) Employees on leaves of absence without pay shall not be credited with time accrual for purposes of vacation, sick leave or salary increases.

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#### KAPE Leave

A permanent employee in the appropriate unit of the University may request a leave of absence, without pay, to accept a full-time KAPE position to which appointed or elected. A KAPE leave of absence shall not be granted to exceed one (1) year.

An employee who returns at the expiration of a regularly approved KAPE leave without pay shall be returned to a position in the same class as the position held at the time the leave was granted.

Failure to report for work on the expiration of an authorized KAPE leave of absence or failure to return at an earlier date after receiving at least two (2) weeks prior notice from the University shall be deemed a resignation.

Termination by the University of leave prior to the expiration date shall be for good cause.

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#### <u>Probation</u>

Section 1. All original, promotional, and reinstatement appointments shall be subject to a probationary period.

Section 2. Employees in the appropriate unit of the University on original appointments shall be in a probationary period for their first six (6) months of employment. Probationary periods may be extended, but in no case shall the total probationary period exceed one (1) year.

Section 3. Employees who are promoted to higher classification shall be subject to a probationary period of not less than three (3) months nor more than six (6) months. A probationary period of up to 12 months may be established by the appointing authority when specific training or certification requirements for a position cannot be completed within 6 months. "Probation" for purposes of this section relates to an employee's ability to satisfactorily perform the requirements of the position to which promoted. If the promotional appointee's services during this probational period are found to be unsatisfactory, the University will permit the employee to return to a position in the same class as the position in which the employee served before the employee's promotion.

Section 4. Employees who are reinstated shall be subject to a probationary period which shall not be less than three (3) months nor more than six (6) months. This probationary period may not be extended.

## Personnel Records

Section 1. Both parties agree to the review of KSU's personnel records of individual employees in the unit in accordance with all state and federal statutes at the discretion of the employee. By appointment, official personnel record information as agreed may be reviewed in the Office of Personnel Services.

Section 2. The official file contains the employee's application for employment, all official documents affecting the employee's status, performance evaluations and leave records. Upon review the employee shall have the right to provide written comments and have them placed with the respective material.

Section 3. The employee may request that material pertinent to his/her position, performance or qualifications be placed in the official file. The employee may request copies of material in the official file, either in person or in writing, and cost of duplication (not to exceed 10 cents per copy or the market rate) shall be paid by the employee.

Section 4. Departmental files may be maintained by the immediate supervisor; however no internal documents which are adverse to the employee shall be placed in the employee's official file unless the employee has had an opportunity to read the material. The employee shall have an opportunity to affix his/her signature or initials to acknowledge that they have seen the material, not necessarily to indicate agreement with the content.

Section 5. Upon written authorization by the employee, KAPE shall have the right to see the employee's official personnel file.

Section 6. Official grievances filed by any employee under the grievance procedures outlined in this agreement shall not be placed in the personnel file of the employee or used in any recommendation for job placement.

Section 7. All documents to be used for official purposes concerning the employee shall be made part of the employee's official personnel file.

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## Class Specifications

By appointment, the University will make available to KAPE for review in the Personnel Services Office the official Civil Service class specification and/or job description for any specific position in the appropriate unit in cases where a vacancy, promotion or grievance is involved.

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## Health Insurance

Employees in the appropriate unit will continue to participate in the State of Kansas Group Health Plan as established by the State of Kansas. It is agreed that the University shall pay the portion of the employee's premium for health insurance coverage as prescribed by the State Legislature.

The parties further agree to encourage the State, by means of a joint letter, to continue to explore methods to reduce the impact of health insurance costs on unit employees.

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## Retirement Benefits

Employees in the appropriate unit will continue to be eligible to participate in the retirement program provided by the Kansas Public Employees Retirement System.

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## New Hire Orientation

The University will provide all new employees in the appropriate unit a packet of orientation and information material, including the Memorandum of Agreement.

The University agrees to provide KAPE with a list of names of new employees and their departmental addresses within (30) thirty days of the employee's employment with the University.

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# Employee Evaluation and Appeal

A performance evaluation shall be prepared and furnished (with a verbal explanation) to each employee covered by this Agreement. Such ratings shall be made at least annually; however, the appointing authority may have a special evaluation made for an employee at any time.

The actual rating of each employee shall be made by the employee's immediate supervisor, or by other qualified person(s) designated by the appointing authority. The employee shall be given prior notice of the formal evaluation conference.

The employee shall be informed of the standards on which his or her job performance is rated, their rating on each of these standards, and their final adjective rating as assigned by the rater(s) within ten (10) days after its completion. The employee shall be given the opportunity to sign the evaluation as evidence that he or she has been informed of the evaluation, but such signature shall not abridge the permanent employee's right of appeal if they disagree with the evaluation.

If an employee with permanent status believes that they have been unfairly rated, the employee may, within seven (7) calendar days after he or she has been informed of their rating, address an appeal in writing to the appointing authority. The appointing authority, within seven (7) calendar days following receipt of the employee's written notice of appeal, shall contact the chair of the Civil Service and Discrimination Review Committee to convene a panel of three (3) or more persons to hear the appeal. The appeal committee shall not include the initial rater or raters. Before convening the appeal committee, the

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appointing authority shall give the employee an opportunity for consultation on the matter.

The appeal committee shall consider such evidence as may be offered by the employee and the rater(s), and as it may secure on its own initiative, and shall, within fourteen (14) calendar days of the date the members of the committee were convened, prepare and sign a rating for the employee, which rating shall be final and not subject to further appeal.

In the event an employee receives an overall unsatisfactory rating, the evaluator will advise the employee through the written employee performance evaluation of the specific deficiencies in his/her performance. An employee who receives an overall unsatisfactory written evaluation will be reevaluated within a period not to exceed the next one hundred eighty (180) days.

An employee serving a probationary period on a promotional appointment, a reinstatement, or a reallocation, shall have the same right to appeal his or her evaluation as an employee with permanent status, if the employee had permanent status in the class in which they most recently served prior to promotion, reinstatement or reallocation. Except as noted above in this paragraph, a probationary employee shall not have the right to appeal an evaluation.

A conditional employee shall not have the right to appeal an evaluation.

## Promotion and Vacancy Procedure

Section 1. It is the University policy that whenever feasible, vacancies will be filled by promotion from within the organization.

Section 2. The University agrees that all new and vacant job openings in the appropriate unit shall be posted on two (2) bulletin boards, one (1) each located in Anderson Hall and the K-State Union, for a period of five (5) working days with the date of posting indicated on the notice. Concurrently with other posting, sufficient copies of these vacancy announcements for posting on the bulletin boards reserved for the exclusive use of KAPE will be furnished to KAPE in accordance with the Campus Hall Service article of this Agreement.

Section 3. Employees within the appropriate unit who desire to apply for a posted vacancy must obtain a form available for such purpose from the office of the University Personnel Services and submit their application within the period required in the posting. If, in the judgement of the University, any one of the employee applicants fully meets the qualifications required and has an acceptable work record, one such employee applicant will be selected for the job over applicants from the outside.

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## <u>Seniority</u>

Section 1. Upon completion of the probationary period, the employee in the appropriate unit shall be credited with seniority from the initial date of continuing employment in accordance with K.A.R. 1-2-46.

Section 2. An employee's seniority accumulation shall be interrupted during any period of time the employee is on approved leave of absence without pay in excess of thirty (30) days and seniority accumulation shall resume when such employee properly returns to permanent employment at the end of such leave.

Section 3. An employee's seniority shall accumulate without interruption during military leave which is conformed to in accordance with applicable state and federal statutes.

Section 4. Two copies of lists of the employees in the appropriate unit shall be brought up-to-date annually as of November 1st and shall be furnished to KAPE. Such unit lists shall contain employee's name, classification, department, employment date, longevity date and the employee's department mailing address.

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## Layoff and Recall

Section 1. <u>Layoff</u>. The University may layoff any employee in the classified service when it is necessary by reason of shortage of funds or work, the abolition of a position, the return of an employee on authorized military leave, or other material changes in duties or organization. The appointing authority may designate a geographic area or an organizational unit within which employees are to be subject to layoff. The layoff formula shall be applied only to the employees in the designated area or unit.

Section 2. <u>Layoff Score</u>. Layoff scores shall be computed according to the following formula:

#### AXL

#### where:

# A = average performance evaluation rating of the employee. L = the length of continuous service, as defined in 1-2-46(a).

- a) Layoff scores shall be computed by the appointing authority for each employee in the University in the class or classes of positions identified for layoff and for employees in classes of positions that may be affected by the exercise of bumping rights.
- b) The layoff scores shall be prepared in accordance with a uniform score sheet prescribed by the appointing authority.
- c) Layoff scores computed by the appointing authority shall be made available for inspection for each employee, upon request, at, or prior to, the time the University gives written notice of a proposed layoff to the director and the secretary pursuant to K.A.R. 1-14-7. Upon request of any employee, the appointing authority shall review the manner in which the employee's score was calculated. The director

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- shall resolve any dispute as to the proper calculation of a layoff score of any employee.
- evaluation ratings used in computing the layoff score of an employee shall be the most recent ratings for the employee during the employee's length of service, up to and including five ratings, if the employee has as many as five ratings. However, special evaluations that are given for a rating period ending within 90 calendar days of any notice of the layoff to the director shall not be counted. Performance evaluations completed for rating periods ending on or after the date the appointing authority notifies the director in writing that a layoff is to occur shall not be considered in computing layoff scores; however, the appointing authority may designate a uniform earlier cutoff date to identify which performance evaluation ratings shall be used in computing layoff scores.
  - (1) Point values shall be assigned to evaluations as follows: A rating of exceptional shall have a value of three (3); a rating of satisfactory, a value of two (2); and a rating of unsatisfactory, a value of one (1).
  - (2) If an employee has not had a performance rating that may be used to a compute layoff score, the employee shall be deemed to have been given a performance rating of satisfactory and the value of the rating shall be used to compute a layoff score. Employees who are on probationary or conditional status as a result of an original appointment or those who are employed in training classes are addressed in subsections (e), (f), and (g).

- (3) In case of identical layoff scores, if some, but not all, of the persons with the same score need to be laid off, preference among such persons shall be given to any veteran, any surviving spouse of a veteran, and any orphan of a veteran, in that order, in accordance with K.A.R. 1-14-8(d) (3).
- (4) If further ties remain, a method of breaking ties will be determined that is consistent with meeting affirmative action goals to address underutilization of protected group members. If further ties still remain, preference in retention will be given to the employee with the greatest length of service.
- (e) No employee serving in probationary or conditional status as a result of an original appointment shall be granted permanent status on or after the date the appointing authority has notified the director of a proposed layoff. However, any probationary employee in a position for which no employee subject to layoff meets minimum qualifications may be given permanent status. Employees who are on probation as a result of an original appointment shall have their probationary period extended until it is certain that no permanent employee whose position is to be vacated by layoff or who otherwise would be laid off through exercise of bumping rights is claiming the probationary position.
- (f) Any employee serving in probationary status as a result of one of the following shall be considered as permanent for layoff purposes only:
  - (1) promotion from a class in which the employee had permanent status;
  - (2) reallocation of a position from a class in which the employee had attained permanent status.
  - (3) appointment from the unclassified service after six months of continuous service.

- (4) promotion from a classified position after six months of continuous service; or
- (5) reinstatement.
- (g) Any employee serving in conditional status on a governor's trainee position, or in a probationary or conditional status in any identified training position, for at least six (6) months of continuous employment shall be considered as permanent for layoff purposes only.
- (h) In determining the order of names on the layoff list, all employees without permanent status shall be listed first, in order of their scores, with the person with the lowest score listed first. Permanent employees shall then be listed, in order of their scores, with the person with the lowest score listed first.
- (i) The person first listed on the layoff list shall be laid off first.

  If more than one person is to be laid off, the persons to be laid off shall be selected in the order in which their names appear on the layoff list. (Authorized by K.S.A. 75-3747, as amended by 1985 HB 2125 implementing K.S.A. 75-2948 and 1985 HB 2133; effective May 1, 1984; amended, T-86-17, June 17, 1985; amended May 1, 1986.)
- Section 3. Layoff Notice.
- (a) The University shall give written notice of the proposed layoff to:
  - Each employee in a position identified for layoff or who may be affected by layoff;
  - (2) each employee that may be laid off through the exercise of layoff bumping rights; and
  - (3) the director of Personnel Services.
- (b) Employees shall be given at least 30 calendar days notice before the effective day of the proposed layoff.

(c) Written notice of layoff shall be personally delivered to the employee or shall be sent by certified mail.

Section 4. Procedures for Bumping.

- (a) Bumping shall occur within the layoff group identified in the University's layoff informational plan. If the criteria set forth in paragraphs (1) and (2) of this subsection have been met, any permanent employee, or any employee considered permanent for layoff purposes only, who is scheduled for layoff may bump into a lower class in the employee's class series, as defined in the University's layoff plan. The University shall permit an employee to bump into any class in which the employee previously had permanent status. Except as authorized by subsection (b), in order for a permanent employee to exercise bumping rights, the following criteria shall be required:
  - (1) The employee to be bumped shall have a lower layoff score than the person exercising the bumping right.
  - (2) The employee to be bumped shall have the lowest layoff score in the employee's job class of anyone in a position not scheduled for layoff.
- (b) No permanent employee shall be laid off if:
  - there is a position filled by a probationary or conditional employee anywhere in the agency;
  - (2) the permanent employee scheduled to be laid off is interested in the position; and
  - (3) the permanent employee is eligible for transfer or demotion to the position pursuant to K.A.R. 1-6-24 and 1-6-27.
- (c) Bumping procedures shall begin as soon as possible after layoff notices have been given pursuant to K.A.R. 1-14-9. The appointing authority

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shall develop a schedule for an individual conference with each affected employee, starting with the employee having the highest layoff score. The schedule of conferences shall continue in this order until all affected employees have had such a conference. During the layoff conference, the employee shall be informed of the bumping options available to the employee and of the opportunity to select one such option. The employee may defer the selection no longer than one full working day. When an employee is unavailable on the day the employee is scheduled for a layoff conference, the appointing authority shall reschedule the layoff conference. If the employee fails to appear at the rescheduled conference, it shall be assumed the employee wishes to exercise bumping rights. The University shall assign such an employee to the highest paying position to which the employee could exercise bumping rights.

(d) Any employee who is not scheduled for layoff, but whose position will be vacated during layoff and bumping process, and refuses to accept a transfer or demotion to another position, may request to be laid off voluntarily. Any employee who has been granted a voluntary leave shall have reemployment rights. (Authorized by K.S.A. 1983 Supp. 75-3747; implementing K.S.A. 1983 Supp. 75-2948; effective May 1, 1984.)

Section 5. Recall. The appointing authority shall request the State Director of Personnel to place on the reemployment list the name of every permanent employee who is laid off or who accepts demotion or transfer in lieu of layoff. Ranking on a reemployment list shall be determined by the employee's layoff score, the highest score being first on the list. Each name on the reemployment list shall be removed three (3) years from date of the person's layoff, if the person has not been reemployed. However, the University may

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request, subject to the approval of the State Director of Personnel, reinstatement of an individual who was laid off more than one (1) year but less than three (3) years ago, if the individual had permanent status on date of layoff and if he or she meets the qualifications for the class to which reinstatement is requested.

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## Shift Preference

Shift preference of qualified employees in all departments of the appropriate unit will be considered as openings occur, and where all factors are substantially equal, section seniority, where appropriate, classification seniority, then departmental seniority shall prevail. Shift changes may not be requested by individual employees more frequently than each six (6) months.

In the event the University changes the time or times when a shift begins or ends, shift preferences will be solicited by the University and honored by section seniority, classification seniority, and then departmental seniority.

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#### KAPE Representative (Steward) System

Section 1. The University agrees to recognize KAPE representatives (stewards) who have been designated by KAPE to serve in this capacity. The number of KAPE representatives (stewards), selected from among employees in the appropriate unit, will not exceed one chief KAPE representative (steward) and eight (8) area KAPE representatives, limited to one steward per work unit. It is agreed that KAPE, in appointing such KAPE representatives (stewards), does so for the express purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest possible levels of organization.

Section 2. KAPE agrees to provide the University a current list of all KAPE representatives (stewards), designating the area of the appropriate unit in which each serves as a KAPE representative (steward). The chief KAPE representative (steward) is not restricted to any area in performing his or her assigned functions as long as he or she remains within boundaries of the appropriate unit. The KAPE representative (steward) list provided by KAPE will be maintained on a current basis.

(a) The function of the area KAPE representative (steward) is to serve as a KAPE point of initial contact and information for all employees in the appropriate unit. KAPE representatives (stewards) will be allowed reasonable time during working hours, without loss of pay or leave, for the purpose of discussing grievances or other appropriate matters directly related to the work situation of employees in the area of the appropriate unit represented by the KAPE representative (steward). Reasonable time for this purpose shall be interpreted to mean up to

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thirty (30) minutes per contact, but no more than two (2) hours per week total for all grievance handling in the area. representative (steward) is permitted to discuss the problem(s) with the employee or employees immediately concerned and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Before attempting to act on any employee grievance, the KAPE representative (steward) will insure that the employee has discussed the matter with his or her supervisor. The KAPE representative (steward) may be present during the discussion between the employee and supervisor if the employee so requests. Before leaving his or her post, the KAPE representative (steward) may be present during the discussion between the employee and supervisor if the employee so Before leaving his or her post, the KAPE representative (steward) will request permission of his or her immediate supervisor and advise the supervisor: (1) that his or her absence involves KAPE business; (2) the location he or she is going to.

(b) It is understood that the work and service provided by the University are the primary concern and such requests for absence on KAPE business will be evaluated by the supervisor in light of the KAPE representatives's (steward's) assigned work and the conditions existing at the time. If the supervisor feels that he or she cannot excuse the KAPE representative (steward) at the requested time, the KAPE representative (steward) should be advised of the time he or she may be excused. On arriving at the destination, the KAPE representative (steward) will seek out the person in charge and advise him or her of:

(1) the purpose of the visit; (2) the name of the employee he or she

wishes to see. If the employee is not available because of work demands, the supervisor will inform the KAPE representative (steward) when the employee will be available.

(c) KAPE representatives (stewards) will give equitable attention to complaints of all employees included in the appropriate unit as defined in the Recognition article of this Agreement without regard to KAPE membership.

Section 3. The function of the chief KAPE representative (steward) is to assist the area KAPE representative (steward) when necessary. He or she will observe the procedures set forth in Section 2 of this article provided, however, if the University requests the services of the chief KAPE representative (steward), this time will not be counted as apart of the two (2) hours per week time limit referred to in Section 2(a) of this article.

Section 4. It is agreed that the time off during working hours granted to KAPE representatives (stewards) will not be used for discussing any matters connected with the internal management and operation of KAPE; the collection of dues or assessments; the solicitation of membership; campaigning for elective office in KAPE; the distribution of literature; or the solicitation of grievances or complaints.

Section 5. An employee desiring to leave his or her post to discuss an appropriate matter with a KAPE representative (steward) will obtain prior permission from his or her supervisor.

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#### KAPE Representatives

Representatives of KAPE previously designated to the University in writing by the Association, shall be permitted to come on the premises of the University for the purpose of investigating and discussing grievances or alleged violations of the Memorandum of Agreement with the employees. The representatives of KAPE shall provide prior notice to the Assistant Director of Personnel Services for Employee/Labor Relations or his or her designee. In no case shall such visits be allowed to interfere with the scheduled work of the employees. If the visit of the KAPE representative occurs at a time when the Assistant Director of Personnel Services for Employee/Labor Relations or his or her designated representative shall meet KAPE represethe appointing authority, who will locate the proper acting department head for visitation authorization.

## Use of Facilities

The University shall provide meeting space to KAPE for regular or special KAPE meetings upon written notice from the president of the chapter. Such meeting space shall be provided under the following circumstances:

- (a) If suitable space is available at the University and is not reasonably available elsewhere in the area.
- (b) KAPE agrees to reimburse the University for any usual charge made for the facilities provided and for any additional expenses incurred by the University including janitorial services or other expense which would not have been incurred had the space not been made available to KAPE.
- (c) That a request for the use of such space is made at least two weeks in advance of the date of use and in the event of cancellation, canceled no later than forty-eight (48) hours prior to scheduled use.

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## Bulletin Boards

Section 1. The University will secure and install nineteen (19) bulletin boards for the exclusive use by KAPE for posting official notices of KAPE meetings and other KAPE functions. In addition, bulletin boards will be placed in each of the residence halls.

These bulletin boards will be installed by the University in the following locations:

# For University Facilities Employees:

- 1 Paint Shop
- 2 Dykstra
- 1 Grounds
- 1 Cardwell
- 1 Ackert
- 1 Power Plant
  - 1 Ahearn

## For Housing Employees:

- 1 Housing Maintenance Shop
- 1 Pittman Hall

# For Food Service Employees:

- 1 Derby Food Center
- 1 Kramer
- 1 Boyd

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# For Other Unit Employees:

- 1 Printing Service
- 1 Veterinary Medicine
- 1 Seaton
- 1 King
- 1 McCain
- 1 Weber

After the initial procurement and installation of these bulletin boards by the University, KAPE hereby agrees

- to thereafter maintain these bulletin boards in good condition and neat appearance;
- (2) use of bulletin boards shall be limited to notice of meetings, notice of elections of officers and other association business unless prior approval is requested and granted by the Assistant Director of Employee/Labor Relations or his/her designated representative. Such approval shall not be unreasonably denied;
- (3) to accomplish all posting of new notices and removal of obsolete notices;
- (4) to insure that all notices are signed by an officer of KAPE; and
- (5) to insure that all notices are in good taste and do not contain anything that would reflect unfavorably upon the University or any employee.

# Campus Notices

The University will send sufficient copies as designated by KAPE of the following material to the chief steward for subsequent prompt posting on the KAPE bulletin boards:

- (a) all new promotion and vacancy openings in the appropriate unit on a biweekly basis;
- (b) all future changes to general rules and regulations relating to conditions of employment that are issued by the Vice President for Administration and Finance or by the Director of Personnel Services, with the exception of the Business Procedures Manual which will be limited to four (4) copies.

# Grievance Procedure - Arbitration Procedure

Section 1. Any grievance or dispute arising as to the interpretation of or application of the provisions of this Agreement shall be settled in the following manner. Nothing in this article or elsewhere in this Agreement is deemed to apply to matters of demotion, dismissal and suspension since a method of settlement or an appeal procedure is established under appropriate Kansas Statutes or Regulations. This grievance procedure does not apply to employees in the appropriate unit during the first six months of employment. A grievance or dispute shall be defined as a statement of dissatisfaction by a member of the appropriate unit, or by KAPE, or by the University over the interpretation and application of the provisions of this Agreement. A grievance under this Agreement does not include traditional work practices; however, nothing herein shall be deemed to exclude KAPE from exercising any rights in state or federal courts which it or its members may have under K.S.A. 75-4322(u) wholly apart from the terms of this Agreement.

Section 2. Step 1. The employee shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee within five (5) working days. The employee may have the appropriate local KAPE representative (steward) present at this step if he or she so desires.

Step 2. If the grievance has not been settled in Step 1; it shall be presented in writing, in triplicate, on mutually agreed upon forms furnished by the University and signed and dated by the employee, to the department head within five (5) working days after the supervisor's answer in Step 1 above is

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due. The department head shall respond to the employee in writing within seven (7) working days.

Step 3. If the grievance has not been settled in Step 2, it shall be presented in writing, in triplicate, by the employee to the Vice President for Administration & Finance of the University or his designated representative within five (5) working days after the response from the department head in Step 2 above is due. The Vice President for Administration & Finance or his designated representative shall hold an informal meeting to obtain information regarding the grievance and shall respond in writing within ten (10) working days. The employee may have the local KAPE representative represent him or her at this step if the employee so requests.

Section 3. Failure by the University to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next step. If an employee fails to appeal from one step to the next step within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last University decision and the grievance shall not be subject to further appeal or reconsideration. In the event that compensation is involved in a grievance by an employee, retroactivity of compensation shall be limited to compensation for a maximum of fifteen (15) working days prior to the date of the filing of that written grievance or complaint with the University. By mutual agreement, a grievance may revert to a prior step for reconsideration.

Section 4. Grievances which have not been mutually resolved in Section 2, Step 3, may be submitted to arbitration by either the University or by KAPE by notifying the other party in writing within thirty (30) calendar days of the date of the response of the Vice President for Administration & Finance of the University or his designated representative. If an unresolved grievance is not

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submitted to arbitration by KAPE within thirty (30) calendar days of the date of the response of the Vice President for <u>Administration & Finance</u> or his designated representative, it shall be considered settled on the basis of the answer in Section 2, Step 3 of the grievance procedure.

- (a) A representative chosen by KAPE and a representative of the University shall meet within ten (10) calendar days of the date of the written appeal of the grievance to arbitration for the purpose of selecting an impartial arbitrator. If these parties are unable to agree on an impartial arbitrator within the ten (10) calendar day period, the parties, acting jointly, shall request the Federal Mediation and Conciliation Service for a list of five (5) persons, each qualified to act as an impartial arbitrator. In the event the Federal Mediation and Conciliation Service is unable, within fifteen (15) calendar days of application, to furnish a list of five (5) persons, each qualified to serve as the impartial arbitrator, the parties shall make joint application to the Kansas Public Employee Relations Board for such a list. Upon receipt of the first available list of five (5) persons, the University and KAPE shall determine by lot the order in which they will strike names and thereafter each shall in that order alternately eliminate one name until only one name remains on the list, and that person shall become the impartial arbitrator.
  - (b) The cost of this impartial arbitrator and the expense of the hearing, shall be shared equally by the parties. If both parties request a court reporter, the cost shall be shared equally. If only one party requests a court reporter, this requesting party shall bear the full cost of the court reporter. Multiple unrelated grievances shall not be subject to arbitration at the same time or before the same

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arbitrator unless the University and KAPE specifically and mutually agree. The arbitrator shall only have jurisdiction and authority to interpret and apply the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend or modify the provisions of this Agreement. The decisions of the arbitrator shall be final and binding upon those matters herein but shall not authorize the adjustment or change of such matters which have the force and effect of law or have been fixed by statute or by the constitution of the State of Kansas, nor shall any decision of the arbitrator require the payment by the University of any monies in excess of funds lawfully appropriated and available for such obligation.

Section 5. Discussion of grievances or disputes at any step of the grievance procedure shall be at such time and place as the parties mutually agree upon.

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# Checkoff of KAPE Dues

The University agrees that employees in the appropriate unit may request the checkoff of KAPE dues in accordance with applicable State Statutes and implementing directives of the Division of Accounts and Reports of the State of Kansas.

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### Savings Bonds

All classified and unclassified employees employed in positions requiring at least 1,000 hours per year may elect to participate in the payroll deduction bond savings program during any subsequent pay period providing such election is received in Personnel Services offices by the sixth (6th) day of the month preceding the desired effective month. "Series EE" bonds in denominations available may be selected.

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# ARTICLE 42

# Rules and Regulations

Section 1. General rules and regulations of the employer pertaining to the performance of work and conduct of employees will be available to employees in the appropriate unit.

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#### Safety

Section 1. Safety is of mutual concern to the University and KAPE on behalf of the employees. KAPE will cooperate with the University in encouraging employees to observe applicable safety rules and regulations and to attend safety meetings when held by the Employer to inform employees on safe work habits and safety rules. Every reasonable effort will be made to comply with applicable federal, state, and local safety laws, rules and regulations. All employees shall be alert to any unsafe conditions and shall promptly report such to their supervisor.

The employees will be notified of all known potentially hazardous/toxic materials before the employee is required to complete assigned job duties with such materials. No employee will knowingly be required to work with faulty or unsafe equipment and tools.

Employees assigned tasks that could be dangerous to their health and safety will be provided proper personal protective equipment.

of conditions reported by employees to be unsafe. If the supervisor is unable to correct an unsafe condition, it shall be referred to the department head. In the event an unsafe condition is not corrected, the department head and/or employee may notify the Director of Public Safety. The Director of Public Safety shall promptly investigate the unsafe condition and give the employee and the department head a written answer as to disposition of the matter.

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Section 3. Four (4) representatives from among employees in the appropriate unit shall be members of the Service and Maintenance Employee Safety Committee. Representatives will be chosen from a list of 8 names proposed by KAPE to the University by June first of each year. All meetings and related duties/responsibilities of the Service and Maintenance Employee Safety Committee shall be in pay status without loss of normal or regular compensation regardless of the employee's work schedule. No more than one (1) representative shall be from the same department. The Service and Maintenance Employee Safety Committee shall meet at least once per month.

The purpose of The Service and Maintenance Employee Safety Committee shall be to review and make recommendations regarding alleged safety violations, unsafe working conditions, the availability of safety/procedural handbooks, adequate and appropriate protective clothing, equipment and proper maintenance of such clothing and equipment. The recommendations of the Service and Maintenance Employee Safety Committee shall be reported to the Vice President for Administration & Finance. The Vice President for Administration and Finance shall be responsible for implementing the recommendations of the Service and Maintenance Employee Safety Committee. In the event the Vice President for Administration and Finance is unable to implement the recommendations of the Service and Maintenance Employee Safety Committee, such reasons shall be stated in writing.

University Safety Manuals will be reviewed regularly by the Service and Maintenance Employee Safety Committee and written recommendations will be made to the Director of Public Safety.

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# Kansas State Pay Plan

All unit members will receive salaries based on their classification, time on step, and longevity bonus in accordance with the State of Kansas Classified Pay Plan and K.S.A. 75-5541 (HB 2553).

# Handling Impasse

Section 1. If, in the course of meet and confer meetings, either the University or KAPE conclude that an impasse has been reached on a remaining issue or issues; either party may request mediation of the impasse by furnishing the other party with a statement of its present position(s) in writing together with a notice of intent to request mediation. Within five (5) days of the receipt of notice, the other party may submit, in the interest of compromise, a counter proposal. Failure to submit a counter proposal within five (5) days will constitute joint agreement to proceed with mediation. If, after discussion between the parties of a counter proposal, either party concludes that the impasse still exists, it may notify the other party in writing and jointly the parties shall request mediation.

Section 2. The parties will immediately contact the Public Employee Relations Board asking for commencement of impasse declaration/resolution proceedings in accordance with the provisions of K.S.A. 75-4332 (b).

Section 3. If mediation efforts have not resulted in agreement on the issue or issues, either party may request fact-finding by furnishing the other party with a statement of its present position(s) on the remaining issue or issues in writing with a notice of intent to request fact-finding. Within seven (7) days of receipt of the notice, the other party may submit, in the interest of compromise, a counter proposal. Failure to submit a counter proposal will constitute joint agreement to proceed with fact-finding. If, after discussion between the parties of a counter proposal, either party concludes that the impasse still exists, it may notify the other party in writing and jointly the

parties shall request that the Public Employees Relations Board advance the impasse to the fact-finding stage of the process in accordance with the provisions of K.S.A. 75-4332(c).

Section 4. The expense of mediation efforts and fact-finding services shall be handled in accordance with K.S.A. 75-4332(e).

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### ARTICLE 48

# Savings Clause

If any provision of this Agreement is found to be or is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of the Agreement shall continue in effect as provided by law.

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### ARTICLE 49

# Duration and Termination

Section 1. This Memorandum of Agreement, once approved by KSU and KAPE, shall be submitted to the Board of Regents in accordance with Article 47 of this Agreement. The Agreement shall become effective upon execution of the document by all parties as required by law.

Section 2. When approval is obtained, this Agreement shall remain in effect for one year from the date of execution.

Section 3. The entire Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, by registered or certified mail, sixty (60) days prior to the anniversary date of the Agreement or any anniversary date thereafter that it desires to modify or terminate this Agreement, as the case may be. If notice of desire to modify is given, it shall contain a statement of all specific changes desired, and meet and confer meetings shall begin not later than thirty (30) days after said notice is received.

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